

**TOWN OF WINCHESTER
COMMONWEALTH OF MASSACHUSETTS**

*Cable Television
Final License*

Issued Pursuant to Chapter 166A of the Massachusetts General Laws;
the Cable Communications Policy Act of 1984;
the Cable Television Consumer Protection;
Competition Act of 1992; and
the Telecommunications Act of 1996

June 26, 2000

**TOWN OF WINCHESTER
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CABLE TELEVISION LICENSE**

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ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

For the purpose of this License, the following words, terms phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

Access: The right or ability of any Winchester resident and/or any persons affiliated with a Winchester institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

Access Channel: A video channel, subject to and in accordance with 47 USC 531, which the Licensee shall make available to the Town of Winchester, without charge, for the purpose of transmitting programming by members of the public, Town departments and agencies, public schools, educational institutions and similar organizations.

Affiliate or Affiliated Person: Any person or entity who or which directly or indirectly controls and owns an interest in Licensee; any person which Licensee directly or indirectly controls and in which licensee owns an interest; and any person directly or indirectly subject to control and owned in whole or in part by a person who or which directly or indirectly controls and owns an interest in Licensee; provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.

Basic Service: Licensee's service, other than a Pay-Per-View or Premium Channels, distributed over the Cable System which includes, without limitation, all Public, Educational and Government Access channels and all broadcast signals, if any, required to be carried on Basic Service pursuant to federal law, or this Final License to the extent it is not inconsistent with federal law.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996)

Cable Service: The transmission to Subscribers of video programming or other programming services, together with Subscriber interaction, if any, which is required for the selection or use of such video programming which Licensee may make available to Subscribers generally.

Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service and is provided to multiple Subscribers within the Town, as defined in the Cable Act.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

Commercial Subscriber: A commercial, non-residential subscriber to Cable Television Service.

Converter: Any device changing the frequency of a signal. A subscriber converter may expand reception capacity and/or unscramble coded signals distributed over the Cable System.

Digital Compression Technology: A technology within the cable television industry by which the Licensee may compress the existing channels, on a 5:1 basis (five nets channels can be transmitted on 6 MHz or more), or such other ratio as the Licensee in its discretion may choose to utilize.

Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

Downstream Channel: A channel over which signals travel from the Cable System headed to an authorized recipient of programming.

Educational Access Channel: Any Channel which has been allocated for use by educational organizations and institutions in the Town of Winchester.

Effective Date of this Final License: The date of execution of this License.

FCC: The Federal Communications Commission, or any successor agency.

Final License: Non-exclusive cable television license to be granted to the Licensee by the Town.

Government Access Channel: Any channel which has been allocated for use by the Town of Winchester, the Issuing Authority of their designee(s).

Gross Annual Revenue: Consideration of any form or kind derived by the Licensee and/or its affiliates from the carriage of Signals over or operation of the Cable Television System including without limitation: the distribution of any Cable Service over the System; the provision of any Cable Service Related Activity in connection with the operation of the

System; Basic Service monthly fees; all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter and remote control rentals, leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and revenue derived by the Licensee and/or Affiliate(s) from the sale of products in any way advertised or promoted on the System. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System or to the Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenue shall also include the Gross Revenue of any other person which is derived directly or indirectly from or in connection with the operation of the System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or persons relating to Signal carriage over or operation of the Cable System and not the gross revenues of any such Affiliate(s) and/or person(s) itself, where unrelated to such Signal carriage or operations. In the event that the FCC or an appropriate jurisdiction redefines, revises or broadens the definition of Cable Services, then the Licensee shall include such other Service revenues in its Gross Annual Revenues payments to the Town; provided, however, that any other Cable Television licensee(s) operating in the Town that are actually offering such broader Services to Winchester Subscribers also include any such broader Service revenues as part of such other Cable Television licensee's Gross Annual Revenues payments to the Town. Notwithstanding the foregoing, if any other Cable

Television licensee operating in the Town is including cable modem internet revenues within Gross Annual Revenues for access fee calculation purposes, then Licensee shall do same, unless if at a later date (1) Licensee is required to provide open access to its Cable System for use by other internet service providers or (2) a court, the FCC or Congress hold or otherwise rule that said internet services are not cable services for calculating gross revenues for franchise fee or access fee calculation purposes.

Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

Issuing Authority: The Board of Selectmen of the Town of Winchester, Massachusetts.

Institutional Network ("I-Net"): The dedicated two (2) strand fiber-optic cable, consisting of Upstream and Downstream Channels; said Channels for the use of the Issuing Authority, its designees and/or Town departments, and the Licensee.

Leased Channel: Any channel available for lease for programming by persons other than Licensee.

Licensee: RCN-BecoCom, L.L.C. or any successor or transferee in accordance with the terms and conditions in this License.

Multi-Channel Video Programmer Distributor ("MVPD"): A Person who or which makes available to residents in the Town of Winchester multiple channels of video programming comparable to that provided by Licensee.

Origination Capability: An activated connection to an upstream I-Net channel, allowing a user(s) to transmit a signal(s) upstream to a designated location.

Outlet: An interior receptacle, generally mounted in a wall, that connects a subscriber's or user's television set to the Cable system.

Premium Cable Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or as a package of services, in addition to the charge or fee to Subscribers for basic service and for any such Service as may be required pursuant to applicable law.

Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program basis, in addition to the charge or fee to subscribers for basic service and for any such other tier as may be required pursuant to applicable law.

PEG: The acronym for "public, educational and governmental, " used in conjunction with public access channels, support and facilities.

PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

Person: any corporation, partnership, limited partnership association, trust, organization, other business entity, individual or group of individuals acting in concert.

Prime Rate: The prime rate of interest at BankBoston.

Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Final License: The non-exclusive cable television license granted to Licensee under this instrument.

Public access: The right or ability of any resident of Winchester or organizations serving Winchester residents to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use and in accordance with 47 USC 531.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, waterways, bulkheads, piers, dedicated public utility easements or any other easements or rights of way dedicated for compatible uses, within or belonging to the Town now or hereafter existing. Reference herein to “Public Way” or “Street” shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Scrambling/encoding: The electronic distortion of a signal(s) in order to render it unintelligible or unreceivable without the use of a converter or other decoding device.

Signal: Any transmission of electromagnetic or optical energy which carries programming from one location to another.

Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, Cable Service as provided by the Licensee by means of, or in connection with, the Cable Television System.

Subscriber Network: The 860 MHz single trunk, bi-directional capable network to be owned and operated by the Licensee, over which signals can be transmitted to Subscribers.

Town: The Town of Winchester.

Upstream Channel: A channel over which signals travel over the cable system to the headend from remote points of origination.

ARTICLE 2

GRANT AND TERM OF LICENSE

Section 2.1 GRANT OF FINAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Winchester, Massachusetts, as the Issuing Authority of the Town of Winchester, hereby grants a non-exclusive, revocable cable television Final License to the Licensee authorizing the Licensee to qualify in order to construct, install, operate, extend and maintain a Cable Television System within the corporate limits of the Town of Winchester.

This Final License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all City, State and Federal statutes and ordinances of general application.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to qualify in order to construct, install, operate, extend and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and public ways under the jurisdiction of the Town of Winchester within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has a compatible easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of

America, the Commonwealth of Massachusetts and the Town of Winchester. In exercising rights pursuant to this Final License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town , any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Final License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or Town Bylaws.

Section 2.2 APPLICABLE LAW

This License is granted under and in compliance with Chapter 166A of the Massachusetts General Laws (M.G.L.) and all other general laws and acts of the legislature, and in compliance with all applicable federal law, including, but not limited to, all rules of the FCC, as amended, and all other municipal, state and federal rules and regulations in force and effect during the period for which this License is granted. This License is subject to all rules and regulations of the Division. Any reference herein to federal and state law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the license term.

Section 2.3 TERM OF FINAL LICENSE

The Term of this Final License shall commence on the execution date of this Final License and shall expire ten (10) years thereafter, subject to applicable law.

Section 2.4 TRANSFER OF THE FINAL LICENSE

The transfer, if any, of this Final License shall be subject to and in accordance with 207 CMR 4.0 et seq.

Section 2.5 NON-EXCLUSIVITY OF FINAL LICENSE

(a) This License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation, extension or maintenance of a cable television system within the Town of Winchester; or the right of the issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) In the event this License is held by a court or state agency of competent jurisdiction not to satisfy the "level-playing field" provision of any pre-existing cable license issued by the Town, Licensee and Issuing Authority agree to modify the terms of this License to remedy this matter, without further recourse to the license amendment process.

(c) The issuance of additional license(s) shall be subject to all applicable federal law(s) and state laws, including M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.6 POLICE AND REGULATORY POWERS

By executing this Final License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to the License or to multi-channel video programmers. Licensee shall comply with all applicable laws, Department of Public Works regulations and ordinances enacted by the Town pursuant to any such powers. Any conflict between the terms of this Final License and any present or future lawful exercise of the Town's Police and Regulatory powers shall be resolved in favor of the latter.

Section 2.7 REMOVAL OR ABANDONMENT

Upon termination of the Final License by passage of time or otherwise, and unless Licensee renews its License for another term or Licensee transfers the Cable System to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances from the public ways and places and shall restore all areas to their original condition, normal wear and tear excepted.

If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 SUBSCRIBER NETWORK

(a) The Licensee shall complete construction, installation and activation no later than twenty months from the execution date of the Final License.

(b) The addressable Subscriber Network shall be designed and constructed using a combination of fiber optics and coaxial radio frequency (“RF”) distribution. The system will have an analog passband of 860 MHz with an analog channel capacity of 110 channels. The Subscriber Network shall conform, at a minimum, to the “Technical Description of Subscriber Network for the Town of Winchester”, attached hereto as Exhibit 3.1(b) and made a part hereof.

(c) Timely completion of the Subscriber Network is subject to extension by reason of force majeure, and is contingent upon the receipt of timely approvals of permits, easements and all other prerequisites to construction by the Town, governmental agencies, public utilities, property owners and vendors and other authorities provided such permits are pursued diligently by the Licensee. The Town will give the Licensee its full cooperation in securing all permits, access rights, sub-headend or microwave link sites and other prerequisites for construction of the Subscriber Network.

(d) Upon activation of the Cable System and pursuant to Exhibit 3.1(D), attached hereto and made a part hereof, the Licensee shall activate and program a minimum of one hundred (100) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including public, educational and governmental Access channels.

(e) No later than twenty-four (24) months from the execution date of the Final License, Licensee shall install and maintain throughout the term of the License, standby power at its Headend facility. Such standby power shall provide continuous capability,

contingent upon the availability of fuel necessary to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

(f) No later than twenty-four (24) months from the execution date of the Final License, Licensee shall equip the Subscriber Network trunk and distribution system with stand-by power supplies capable of at least two (2) hours of standby operations.

(g) The Licensee shall transmit all of its signals to Winchester Subscribers in stereo, provided that such signals are furnished to the Licensee in stereo.

(h) The terms of this Section 3.1 shall be considered satisfactorily met ("System Completion") only upon the full construction, activation, programming and availability to all residents in the Town, of the 860 MHz Cable System except as provided in subsection (a) above, and as required herein.

Section 3.2 INSTITUTIONAL NETWORK

(a) No later than twenty-four (24) months from the execution date of the Final License, Licensee shall construct, install, activate, operate and maintain, at its sole cost and expense, a two (2) single mode fiber-optic I-Net for the exclusive use of the Town and/or its designees, except that Town Hall and schools have four such fiber optic strands. The I-Net shall comply in all respects with the "General Description of Winchester Institutional Network" attached hereto as Exhibit 3.2 and made a part hereof. The two single mode fiber-optic strands to Town buildings and four single mode fiber strands to Town Hall and public schools shall interconnect each of the buildings specified in Exhibit 3.2(a) to the Licensee's Hub location using a star network topology.

(b) The I-Net shall be capable of providing voice, video and data services between Town buildings and other institutions specified in Exhibit 3.2(a). The Licensee shall work with the Town in assessing its needs and shall provide reasonable professional consulting services to the Town in order to facilitate voice, video and data (including internet) transmission capacity over the I-Net. Designated users shall be able to transmit to other institutions using a modulator and/or other necessary equipment.

(c) Two (2) single mode fibers shall be terminated at each location except public schools and Town Hall shall have four (4) such strands. One (1) fiber may be used for upstream transmission from the I-Net to the Licensee's Hub location in the Town (or two as applicable) and the second fiber may be used for downstream transmissions, however, each fiber may be configured to have multiplexed and upstream and downstream transmissions, as determined by the Issuing Authority.

(d) No later than twenty-seven (27) months from the execution date of the Final License, the Licensee shall provide, free of charge, an I-Net Drop and Outlet(s) to each of the institutions listed in Exhibit 3.2(a) of this Final License. The Licensee shall supply the appropriate connection as to allow the User(s) origination capability at the institutions specified in said Exhibit 3.2 (a).

(e) The Licensee shall make available to the Town a reasonable amount of professional consultation regarding the development of the I-Net, from its in-house personnel, at no charge to the Town.

(f) Construction, installation and activation of each designated Drop and Outlet shall be completed within sixty (60) days of designation by the Town, for aerial Drops, and within one hundred twenty (120) days of designation by the Town, for underground Drops,

weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the buildings or institutions designated to receive a Drop or Outlet, prior to the installation of such a Drop and/or Outlet. The Town shall designate such officials in writing to the Licensee.

(g) The Licensee shall have the sole responsibility for maintaining the I-Net and associated equipment for the term of the Final License, including all necessary inspections and performance tests, except for equipment not directly under its control or ownership, but including all necessary inspections and performance tests.

(h) The I-Net shall be operated in compliance with the System Specifications found in Exhibit 3.2, attached hereto. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software installed or owned by the Town, the Licensee shall resolve the technical problem. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly.

(i) Beyond the I-Net Drop/Outlet as requested in Section 3.2 (d), upon the Issuing Authority's request, the Licensor shall provide at Licensee's sole cost, additional I-Net Drop/Outlet newly constructed or acquired building.

(j) The I-Net shall be interconnected with the Subscriber Network at the Headend, or such other location determined by the Licensee, where such signals shall be

reprocessed onto the Subscriber Network. Said signal reprocessing shall be performed by the Licensee at no cost to the Town.

Section 3.3 CONSTRUCTION MAPS

Upon written request by the Issuing Authority the Licensee shall file with the Town accurate maps of all existing and proposed trunk and feeder installations within sixty days from receipt of said request. Thereafter, upon written request of the Issuing Authority and not more than annually, the Licensee shall file with the Issuing Authority accurate maps of all newly constructed cable plant.

Section 3.4 SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every residential (noncommercial) dwelling unit, subject to the conditions set forth in Section 3.1(a) and (b), in the service area in the Town regardless of the type of dwelling. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within 400 feet of the cable plant for an aerial drop, or 100 feet for an underground drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge Subscribers for labor and materials for nonstandard and customized installations.

Section 3.5 EMERGENCY ALERT SYSTEM

(a) The Licensee will provide an Emergency Alert System (the "System") that will provide for a municipal override of the audio and video signal of the Town's Subscriber Network. The System will be designed to comply with the latest emergency alert system

(“EAS”) mandates enforced by the Federal Communications Commission (the “FCC”). The EAS shall consist of equipment that, at a minimum, meets FCC standards and any applicable requirements of the Final License.

(b) Upon activation, the System will switch off the cable television signals at the local hub site and automatically insert a preprogrammed video and audio message that will alert subscribers to tune to a specific channel for further emergency-related details. The Municipal Override System will be designed to be activated in accordance with FCC EAS and other State and local requirements.

Section 3.6 STANDBY POWER

The Licensee shall maintain standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request, Licensee shall furnish evidence to the Issuing Authority on an annual basis that such standby power has been tested annually and is in good repair.

Section 3.7 TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall occur except upon a permit in writing from the Town or designated person by the Department of Public Works provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators. Licensee

shall use reasonable efforts to secure the permission of the property owner prior to reasonable tree trimming.

Section 3.8 UNDERGROUND WIRING OF UTILITIES

In areas of the Town having both telephone lines and electric utility lines underground, whether required by ordinance or not, all of Licensee's cable and wires shall be underground. When possible, Licensee shall be able to use the underground conduit maintained by the Town based upon a mutually agreeable arrangement. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program.

Section 3.9 PEDESTALS

In any cases in which pedestals housing passive devices are to be utilized, in the Town public ways or within the Town public layout, such equipment must be installed in accordance with applicable Public Works Department regulations provided, however, that Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, at Town approved locations to be determined when Licensee applies for a permit. Said approval not to be unreasonably withheld or unduly delayed. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 3.3 herein.

Section 3.10 PRIVATE PROPERTY

Licensee shall be subject to all laws, bylaws or regulations regarding private property in the course of construction, upgrading, installing, operating and maintaining the Cable Television System in the Town. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction,

installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 3.11 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to approval of the Town's Department of Public Works Commissioners or their designee provided that such approval is a requirement of general applicability and not specific to Licensee or cable television operators. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee, upon demand by the Town, or otherwise, shall be subject to the Letter of Credit in Section 7.6 infra.

Section 3.12 COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be in accordance with applicable law.

Section 3.13 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety,

street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

Section 3.14 VOLUNTARY SERVICE INTERRUPTION; REBATES

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use, and only after a minimum of forty-eight (48) hours notice to affected Subscribers. Licensee shall notify Subscribers if, at any time, they are eligible for a rebate under applicable law.

Section 3.15 CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable Television System and render service to Subscribers consistent with all applicable rules and regulations of the agencies hereinafter set forth, during the term of this License. The construction, maintenance and operation of the Cable Television System for which this License is granted shall be in conformance with the applicable provision of the National Electrical Code (Article 820), the National Electrical Safety Code, the Massachusetts Electrical Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division and the FCC. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted simultaneously to the Town.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and

repair, and in accordance with applicable local and state laws and standards for wires and conduits.

Section 3.16 RIGHT OF INSPECTION

(a) In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times on reasonable notice to Licensee. Licensee shall have the right to be present at any inspection. Any such inspection shall not interfere with the Licensee's operations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least seven (7) days prior notification to the Licensee of its intention to conduct any testing.

Section 3.17 SYSTEM INTERCONNECTION

(a) Upon written request of the Issuing Authority, the Licensee shall use reasonable efforts to interconnect its residential Cable System with other adjacent systems owned and managed by the Licensee. Said interconnection request shall state the purpose for which interconnection is sought. Interconnection of systems or channels may be accomplished by direct cable connection, microwave link, satellite, or other appropriate and economically feasible method. If the cost of the interconnection would be unreasonable or cause an unacceptable increase in Subscriber rates, or if the system architectures involved are

incompatible for purposes of interconnection, the Licensee may refuse to interconnect the Cable System. (b) Licensee shall, at its own cost, interconnect to and cablecast on a live basis the public, educational and governmental access programming over the access channels, including but not limited to live Board of Selectmen and School Committee meeting coverage from the cable system of the other operator(s) providing cable service within the Town.

Section 3.18 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cable, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of Licensee. Licensee shall be eligible, where applicable, for reimbursement under any government program providing for reimbursement.

Section 3.19 INITIAL PERFORMANCE TESTS

Initial proof of performance testing shall occur within sixty (60) days after system activation and system completion. Should performance prove defective, the defect shall be appropriately and promptly corrected and another proof of performance test shall be scheduled in a timely period. The costs of such tests shall be borne solely by Licensee.

Section 3.20 ANNUAL PERFORMANCE TESTS

(a) Unless required otherwise by applicable state or Federal law and/or regulation, the Licensee shall conduct, on an annual basis, performance tests to ensure compliance with the technical specifications in Exhibit 3.1(b), including, without limitation:

- (i) Signal level of video carrier of each activated channel;
 - (ii) System carrier to noise level(s) measured at a low or high VHF;
 - (iii) System hum modulation measured at any one frequency.
- (b) The costs of such tests shall be borne exclusively by the Licensee.
- (c) The above tests shall be submitted to the Issuing Authority, or its designee, on an annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable signals; an assessment of the picture quality available from the access equipment; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Exhibit 3.20, and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement as to what corrective action is to be taken.
- (d) All tests herein shall be performed at (1) Cable System Headend and (2) at three locations in the Town farthest from the Headend.
- (e) In response to written Issuing Authority requests, Licensee shall perform such data signal quality tests as are customary and necessary to assure reasonable performance.

Section 3.21 QUALITY OF SERVICE

Where there exists credible evidence which, in the reasonable judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service(s),

after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right and authority to require Licensee to test, analyze and report on the performance of the Cable System. Licensee shall fully cooperate with the Issuing Authority in performing such testing.

The Issuing Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the Town and Licensee, who is not an employee or agent of the Licensee of the Town. Licensee shall pay for the costs of said engineer.

Section 3.22 COMMERCIAL ESTABLISHMENTS

Licensee shall make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee.

ARTICLE 4

SERVICES, RATES, PROGRAMMING AND CHARGES

Section 4.1 INITIAL RATES

The initial rates for all programming, installation and equipment which are in effect on the effective date of the Licensee are listed in Exhibit 4.1 of this License. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

Section 4.2 SENIOR CITIZEN DISCOUNT PROGRAM

Licensee will offer, to eligible senior residents of the Town, a \$2.00 discount off of Licensee's basic service rate, subject to certain restrictions with respect to promotional

discounts. In order to qualify for this discount, affected seniors must present evidence of such eligibility to Licensee, as described in Exhibit 4.2.

Section 4.3 RATE RE-REGULATION

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

Section 4.4 NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all changes in services, all rates and charges of any kind, and all terms and conditions relating thereto forty-five (45) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide such Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as Exhibit 4.4 (b).

Section 4.5 PUBLICATION

A written schedule of all rates shall be available upon request during normal business hours at the Licensee's business office. Nothing in this Final License shall be

construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 4.6 NON-PREDATORY AND NON-DISCRIMINATORY RATES

All of the Licensee's rates, charges and pricing for Subscribers services shall be non-predatory and non-discriminatory.

Section 4.7 BASIC SERVICE PROGRAMMING

(a) The Licensee shall provide a Basic Service which shall include at least: (1) all broadcast television signals in the Winchester, Massachusetts area which are required to be carried by a cable television system serving the Town pursuant to state or federal law and (2) the three (3) downstream channels for public, educational and governmental access use.

(b) Subject to the requirements of law, Licensee shall have sole discretion with respect to the selection, distribution and/or pricing of the programming to be provided to the Town.

(c) Nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the Town, should such right be granted to the Town under applicable federal or state law in the future.

Section 4.8 LEASED CHANNEL ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b)(iii)(B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.

Section 4.9 STEREO TV TRANSMISSIONS

All signals received by Licensee in stereo shall be retransmitted in stereo.

Section 4.10 CHANNEL LINEUP

Licensee shall notify the Issuing Authority and the Subscribers, in advance, each time its channel lineup changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. In the event the channel lineup is changed during the term of the License, Licensee shall provide each Subscriber with an updated channel lineup.

Section 4.11 VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except in instances where there exists two (2) or more Scrambled signals. Said A/B switch shall be available to all Subscribers no later than System Completion. Attached hereto, as Exhibit 4.11, are the different options available to VCR owners for installing VCRs to be compatible with the Cable System. The Licensee shall make their options available to all Subscribers in writing with the applicable charges, if any, no later than System Completion.

(i) no later than six (6) months from System Completion, the Licensee shall (i) produce a videotape explaining the above procedures and options and (ii) cablecast said videotape on one of its local channels to its Winchester Subscribers on a daily basis. In the event that the Licensee does not program a local channel, the Licensee shall provide said videotape to the Town for cablecasting on the PEG channels.

(b) To further ensure the maximum functioning of VCRs, the Licensee shall not scramble or otherwise encode, in any manner or form, for the entire term of the Final License, (1) any off-the-air signals or (2) any of the PEG Access Channels. For purposes of this Section 4.8(b), “off-the-air signals” shall mean any local broadcast television signals received at the Licensee’s Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word “local” shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves the right to scramble or otherwise encode any cable channel (s), as is reasonably necessary, in the Licensee’s judgment, to protect the Licensee from unauthorized reception of its signals.

(d) In accordance with 207 CMR10.01, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Commission, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 4.12 CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions. When necessary Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption (s) in advance.

Section 4.13 FREE DROPS & BASIC SERVICE TO PUBLIC BUILDINGS

(a) The Licensee shall provide and maintain one (1) free, activated Subscriber Cable Drop, Outlets (s) and the monthly Basic Service to all public buildings, public schools, public libraries and other non-profit buildings designated in writing by the Issuing Authority and included in Exhibit 4.13(a) attached hereto and made a part hereof. The Licensee shall discuss the precise location of each Drop and/or Outlet with the proper officials in each building(s) entitled to such Drop and/or Outlet prior to any such installation. There shall be no costs to the Town or any designated institution for the installation and provision of Basic Service and related maintenance.

(b) The Issuing Authority may request at no cost to the Town, a maximum of 100 additional Drops and/or Outlets to public buildings or non-profit institutions identified in Exhibit 4.13 (b) and/or other locations to be specified by the Issuing Authority; provided, however, that said 100 Drops and/or Outlets shall include any additional Drops and/or Outlets required in Section 4.14 infra.

(i) In the event that the Licensee is not required to install 100 Drops and/or Outlets, the Licensee shall pay to the Town the amount of \$50.00 for each Drop and/or Outlet not installed, not to exceed \$12,500.00. Said 100 Drops and/or Outlets shall include any additional Drops and/or Outlets required in Section 4.14 infra. The Licensee and the Town shall agree on this figure no later than two (2) years from the Execution of the Final License.

(c) The Licensee shall install such Drops (s) and/or Outlet (s) within sixty (60) days of any such request (s) from the Issuing Authority for aerial Drops and within one hundred twenty (120) days of any such requests from the Issuing Authority for

underground Drops, at the Licensee's sole cost; provided, however, that in the event that the Licensee does not have to do any such aerial and/or underground work, the Licensee shall install any such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

(d) The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole expense.

Section 4.14 SERVICE TO SCHOOLS

(a) The Licensee shall provide and maintain one (1) free, activated Subscriber Cable Drop, Outlet and the monthly Basic Service to Winchester public schools. The Licensee shall discuss the precise location of each Drop and/or Outlet with the proper officials in each building(s) entitled to such Drop and/or Outlet prior to any such installation. There shall be no costs to the Town or any designated institution for the installation and provision of Basic Service and related maintenance.

(b) In the event that the Licensee is not required to install Drops and/or Outlets in the schools, the Licensee shall pay to the Town the amount of \$50.00 for each Drop and/or Outlet not installed, not to exceed \$12,500.00.

(c) The Licensee shall install such Drops (s) and/or Outlet (s) within sixty (60) days of any such request (s) from the Issuing Authority for aerial Drops and within one hundred twenty (120) days of any such requests from the Issuing Authority for underground Drops, at the Licensee's sole cost; provided, however, that in the event that the Licensee does not have to do any such aerial and/or underground work, the Licensee shall install any such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

(d) The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole expense.

ARTICLE 5

LOCAL ORIGINATION AND PEG ACCESS COMMITMENTS AND POLICIES

Section 5.1 LOCAL ORIGINATION

As a new competitive applicant with no customer base, Licensee will not provide local origination programming until such time as its customer base has been developed. During the life of the license, however, Licensee is prepared to work with the Town in order to meet the Town's reasonable needs and expectations with respect to local origination programming.

Section 5.2 PEG ACCESS

(a) Licensee is committed to supporting PEG access programming for the entire Term of the License by providing, at no cost to the Issuing Authority, Subscribers and/or PEG Access user, with a minimum of three (3) PEG access channels to be designated by the Issuing Authority.

(b) Licensee shall provide the technical capability for the Town to cablecast PEG access programming from remote locations, using upstream capacity on the Subscriber Network and/or the I-Net.

(c) Licensee shall not move or otherwise relocate the channel locations of the PEG access channels, once established, without advance, written notice to the Issuing Authority.

(d) The PEG access channels shall be maintained, managed and coordinated by the Issuing Authority or its designee.

(e) Licensee shall, at its sole cost and expense and upon reasonable request, provide technical assistance to the Issuing Authority and School Department.

(f) Licensee shall, within twelve months of execution of the effective date of the Final License, supply the Issuing Authority with a character generator, or Amiga type computer system, capable of alphanumeric and graphics generation on the government access channel.

Section 5.3 ACCESS CHANNEL(S) MAINTENANCE

Licensee shall monitor the public, educational and government access channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels, provided, however, that Issuing Authority acknowledges that the Licensee is not responsible for the production quality of actual programming. Upon written request, Licensee shall make available a copy of its most recent performance tests required by the FCC.

Section 5.4 INTERNET ACCESS

(a) The Licensee shall provide, at the Licensee's sole expense and cost, a single point of presence in the Town, in a municipal location to be chosen by the Town, for free high-speed Internet Service(s) and free Web hosting service, including a Town web page stored on RCN computers, with the Town being able to distribute said free internet service to municipal buildings and schools over the I-Net . Said free high-speed Internet Service(s) shall be for the use of the Town and the school, public and non-profit building locations specified by the Issuing Authority. Said Internet Service shall be consistent with the description of such Internet Service contained in Exhibit 5.4, attached hereto. Said Internet Service shall have a value of approximately twenty-eight thousand dollars (\$28,000) per

year. (b) Licensee shall also provide ten cable modems, one to each of ten designated public school locations, with internet service at no charge to said schools.

Section 5.5 PEG FUNDING

(a) For Years One through Five of the Final License, the Licensee shall provide an annual payment to the Access Corporation, for PEG Access related purposes, equal to five percent (5%) of the Licensee's Gross Annual Cable Revenues, as defined herein, or Thirty-Nine Thousand Dollars (\$39,000), whichever is greater.

(i) Said annual five percent (5%) or \$39,000 payment shall be made to the Town on an annual basis.

(ii) The first payment to the Issuing Authority under the Final License shall be made within sixty (60) days of the end of Year One of the Final License, and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for the preceding twelve month period, or \$39,000 per year for years one through five, whichever is greater.

(iii) The Licensee shall file with each such annual payment a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period.

(b) At the end of Year Six of the Final License, the Issuing Authority and the Licensee shall conduct an accounting of the amounts, pursuant to paragraph (a) above, paid to the issuing Authority, in order to determine the actual amount that the Issuing Authority would have received from the Licensee had the Licensee's payments to the Issuing Authority have been five percent (5%) of its Gross Annual Revenues. In the event that the Licensee has paid the Town in excess of five percent (5%) of its Gross Annual Revenues_

for Year One through the end of Year Five, any excess amount above five percent (5%) for said years will be averaged over the remaining Final License term and credited against the five percent (5%) Gross Annual Revenues payments made to the Town at the end of year Six through the end of Year Ten.

(c) For Years Six through Ten, the Licensee shall provide an annual payment to the Issuing Authority, for PEG Access related purposes, equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined herein, subject to paragraph (b) above.

(i) If the Licensee's total annual payment to the Town was less than five percent (5%) of its Gross Annual Revenues for the previous year, it shall pay any balance due to the Town no later than its subsequent annual payment. Said statement shall list all of the general categories comprising Gross Annual Revenues, as defined herein.

(d) Consistent with Section 622(h) of the Cable Act, any Person who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Town an amount equal to five percent (5%) of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of this five percent (5%) payment requirement and shall notify the Town of such use of the Cable System by such Person(s).

(e) In addition to the above, for capital and capital planning and related PEG and I-Net purposes, Licensee shall pay ten (10) annual payments of \$10,000.00, with the first payable 120 days from the effective date of the Final License, and the subsequent nine (9) payments payable on the second, third and subsequent anniversaries of the first payment. The first of said payments shall be payable to the Issuing Authority and the subsequent payments to the Access Corporation.

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 CUSTOMER SERVICE

The Licensee shall maintain a publicly listed, or toll free, customer service number for the general purpose of servicing customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The Licensee will continue to operate a full customer service center located in Arlington. Licensee may in addition elect to contract with another business located in Winchester for bill payment and customer information. Winchester residents will be able to use the Arlington customer office for bill payment and equipment exchange throughout the term hereof. Said Arlington location shall be available and open for walk-in business, Monday through Friday from 9:00 a.m. to 5:00 p.m., with evening hours to be made available at least one day per week until 7:00 p.m. and Saturdays from 9:00 a.m. to 12:00 p.m. Said hours to remain flexible to accommodate the needs of the community.

Section 6.2 TELEPHONE ACCESS

(a) Licensee shall have available trained customer service personnel to receive and log service calls and complaints twenty-four (24) hours per day, seven (7) days a week. Licensee shall comply with the FCC standards regarding response to customer phone calls.

(b) Licensee shall provide a telephone answering service during other times which shall be informed how to respond in case of emergencies requiring standby technicians. Such answering service shall be also instructed to call upon Licensee's

standby personnel when it is evident that the complaints received are indicative of a problem affecting a large number of Subscribers.

Section 6.3 FCC CUSTOMER SERVICE OBLIGATIONS

Licensee shall comply with the FCC's Customer Service Obligations codified at 47 CFR 76.309, as they may be amended from time to time, which standards are attached hereto and made a part hereof, as Exhibit 6.3.

Section 6.4 INSTALLATION

(a) Licensee shall make a good faith effort to respond to all requests for aerial installation within seven (7) days of such request, or at such other time as is mutually agreed upon by Licensee and said Subscriber. Underground installation shall be completed as expeditiously as is practicable. If arranging appointments for installation, Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and will make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 A.M. to 5:00 P.M. weekdays).

(b) Licensee shall be responsible for picking up and changing converters at Subscriber's request at no additional charge where such converter changeout is initiated by Licensee to provide additional channels that have become available as a result of Licensee's expansion of channel capacity. In order to improve service, Licensee reserves the right to offer Subscribers the option of bringing converters in to a Licensee office for drop-off or exchange themselves.

Section 6.5 MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective Subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable

service. Such sales materials shall clearly disclose the price and other information concerning Licensee's lowest cost basic service. Such information shall include but not be limited to the following:

(a) All service and rates, deposits if applicable, installations costs, additional television set charges, service upgrade or downgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the utilization of video cassette recorders (VCR's) with cable services(s), including the cost for hooking up VCR's so that they function as manufactured, and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as VCR kits, A/B switches, and lockboxes and all other equipment notifications contained in 207 CMR 10.00 et seq. (See attached Exhibit 4.4).

(e) Written information concerning privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service.

Section 6.6 PARENTAL CONTROL

(a) Upon request, and at no separate additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

Section 6.7 BILLING AND TERMINATION PROCEDURES

Licensee will comply with the regulations of the Division, 207 CMR 10.00 et seq., as those regulations may be amended from time to time, and will inform all prospective Subscribers of complete information about billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service.

Section 6.8 VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a Subscriber. A Subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

Section 6.9 BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within fifteen (15) working days of receiving notification from the Subscriber. The Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the Subscriber for failure to pay bonafide disputed bills, or portions thereof, upon notice of said dispute.

Section 6.10 PROTECTION OF SUBSCRIBER PRIVACY

(a) Licensee shall respect the rights of privacy of every Subscriber and/or user of the Cable Television System and shall not violate such rights through the use of any device or signal associated with the Cable Television System, and as hereafter provided.

(b) Licensee shall comply with all privacy provisions contained in this Section 6.10 and all other applicable Federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

(c) Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy.

(d) Licensee shall notify all third parties who offer cable services in conjunction with Licensee, or independently over the Cable Television System, of the Subscriber privacy requirements contained in this Final License.

Section 6.11 PRIVACY WRITTEN NOTICE

Prior to the commencement of cable service to a new Subscriber, and annually thereafter to all Cable System Subscribers, Licensee shall provide a comprehensive and easily understandable written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing Licensee's policy for the protection of Subscriber privacy.

Section 6.12 DISTRIBUTION OF SUBSCRIBER INFORMATION

Licensee and its agents or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to withdraw the specific permission which allows Licensee to disclose to any third party data identifying the Subscriber either by name or address and Licensee shall abide by this request.

Section 6.13 POLLING BY CABLE

(a) Licensee shall obtain the approval of the Issuing Authority prior to polling any and all subscribers in the Town, and the Issuing Authority shall not unreasonably withhold its approval.

(b) No poll or other upstream response of a Subscriber or user shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational, educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

Section 6.14 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber except as required by law.

Section 6.15 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information, shall be directed to Licensee's General Manager.

Section 6.16 MONITORING

Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. Licensee shall report to the affected parties and all appropriate authorities any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or

retain any information transmitted between a Subscriber or commercial use and any third party, except as required for lawful business purposes Licensee shall destroy all Subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

Section 6.17 EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property will be required to show an employee photo-identification card.

Section 6.18 TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this License.

Section 6.19 NONDISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of Federal and State regulations concerning nondiscrimination.

Section 6.20 LICENSEE'S PARTICIPATION IN SUBSCRIBER EDUCATION SEMINARS

In the first year following completion of the construction of the Subscriber Network, Licensee shall, upon written request of the Issuing Authority, offer a Subscriber education session on new equipment and programming services pertaining to such system. Thereafter, the Licensee shall, no more frequently than once a year, and upon request by the Issuing Authority, participate in a seminar or symposium organized by the Issuing

Authority to educate Subscribers about cable programming and technology. The Licensee shall be available to explain what programming services it is currently offering and to demonstrate how its equipment can be used in conjunction with home video products such as videocassette recorders and remote control devices.

Section 6.21 MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIAL

In the event the Licensee surveys the Winchester Subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon the request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary. In the event the issuing Authority wishes to conduct its own cable television related survey of Subscribers, the Licensee shall pay for the cost of the survey which would include the cost of any printed material for the mailing and the postage. The Issuing Authority may request this service no more than three (3) times during the term of this License, provided such request is in writing and allows the Licensee a reasonable period of time in which to accomplish it.

Section 6.22 REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, own utilize and program, from legal and authorized parties other than the Licensee, remote control devices which are compatible with the converter (s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers from third parties.

ARTICLE 7

LICENSE ADMINISTRATION

Section 7.1 REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Final License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee.

Section 7.2 REQUEST FOR GENERAL INFORMATION OR REPORTS

Upon the request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the (1) Licensee, its business and operations with respect to the Cable System, and/or (2) any Affiliated Person (s), with respect to the computation of Gross Annual Video Revenues, if applicable, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Final License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Final License.

Section 7.3 INDEMNIFICATION

(a) The Licensee shall indemnify and hold the Town and its agents, harmless at all times during the term of this License from any and all claims alleged to be caused by Licensee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to the License, caused by the

grant of this License, or exercise of any of its rights under this License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified, expenses shall include without limitation, all out-of-pocket expenses, such as reasonable attorney's fees, including such fees in connection with level-playing field litigation, if any.

(b) In order for the Town to assert its rights to be indemnified, defended or held harmless, the Town must:

(i) Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;

(ii) If the Licensee is obligated to defend and indemnify the Town against such claims or actions, the Licensee shall in its sole discretion control such defense, compromise or settlement or other resolution or disposition of such claim or proceeding. The Licensee agrees to make every effort to include the Town in the participation of any such compromise, settlement or other such resolution or disposition of such claim or proceeding. In the event the Town determines its interests cannot be represented in good faith by the Licensee, the Town may otherwise seek legal representation;

(iii) The Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

(iv) Notwithstanding subparagraph (b)(ii), the Town may be indemnified under subparagraph (a) for level playing field litigation costs including the costs of its own

counsel not under Licensee's control, yet shall make every effort to cooperate with Licensee relative to same.

Section 7.4 INSURANCE

At all times during the term of this License, including the time for removal of facilities provided for herein, Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, written evidence of the following insurance policies:

(a) A commercial general liability policy naming the Town, its officers, boards, Divisions, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by construction, upgrade, maintenance or operation of the Licensee's Cable Television System or alleged to have been so occasioned, with a minimum liability of one million dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and two million dollars (\$2,000,000) for injury or death to two or more persons in any one occurrence.

(b) A property damage insurance policy naming the Town, its officers boards, Divisions, agents and employees as additional insureds on all claims for property damage, real or personal, occasioned by the construction, upgrade, maintenance or operation of the Cable Television System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and two million dollars (\$2,000,000) for injury or death to two or more persons in any one occurrence.

Section 7.5 PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and

sufficient surety licensed to do business in the Commonwealth of Massachusetts and reasonable approval by the Town in the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00). When construction of the system is complete, the amount of the bond shall be reduced to the sum of One Hundred thousand dollars (\$100,000.00). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this License, or to comply with any order, permit or direction of any department, agency, Division, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

Section 7.7 CREDIT FOR SERVICE INTERRUPTIONS

In the event that the Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate.

Section 7.8 SERVICE INTERRUPTIONS REPORT

Licensee shall submit on a form prescribed by the Division, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.11. *infra*.

Section 7.9 PERFORMANCE EVALUATION SESSIONS

The Issuing Authority shall at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the effective date of this License, except that during the system construction period, Licensee shall meet with the Cable Committee more frequently as requested to report on construction progress. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee shall notify its Subscribers of

all performance evaluation sessions by announcements on the local origination channel of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Licensee shall not be required to preempt its regularly exhibits access or local origination programming to air these announcements.

Section 7.10 NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

Section 7.11 SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written and verbal complaints which it receives. The Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

Section 7.12 NOTICE OF COMPLAINT PROCEDURE

Licensee shall periodically, and at various times of the day, present its business office and address and publicly listed telephone number by means of alphanumeric display on its local origination channel. Said notice shall inform Subscribers of the procedures required to request service or register a complaint.

Section 7.13 SUBSCRIBER COMPLAINT FORM

To the extent required by M.G.L 166a, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Licensee shall provide monthly reports of the same information upon the request of the Issuing Authority. Should the Division eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

Section 7.14 INDIVIDUAL COMPLAINT REPORTS

(a) The Licensee shall establish a procedure for the resolution of all complaints by subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters, as follows:

(i) The Licensee shall within ten (10) business days after receiving any complaint, written or by telephone, send a written report to the Issuing Authority or its designee. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint and is therefore aggrieved regarding cable television operations, the Subscriber shall be advised by the Licensee that same Subscriber is entitled to file his/her complaint with the Issuing Authority or its designee. Thereafter, if the subscriber wished to participate in further

processing of the complaint, the representative of the Licensee shall meet with the Subscriber and the Issuing Authority or its designee, at a mutually agreed upon location in the Town, within thirty (30) days of the Subscriber's filing of his/her complaint in order to fully disclose and attempt to resolve the matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any complaint(s) or disputes(s) brought by a Subscriber(s) arising from the operation of the Licensee, and said investigation may result in the Issuing Authority pursuing the matter pursuant to the provisions of Sections 9.1 and 9.2 infra.

(d) In the event that the Issuing Authority or its designee documents multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints which the Licensee shall not unreasonably refuse to incorporate into its complaint procedures.

Section 7.15 FINANCIAL REPORTS

Pursuant to M.G.L. Chapter 166A, Section 8, the Licensee shall file annually with the Division and with the Issuing Authority, on forms prescribed by the Division, a statement of its revenues and expenses relating solely to the Licensee's operation of its Cable System in the Town for official use only. In addition, Licensee shall file annually with the Division and the Issuing Authority on forms prescribed by the Division, a financial balance sheet and statement of ownership which shall be open to public inspection. Such statements and balance sheets shall be sworn to by the person preparing same and by the Owner or Treasurer of the Licensee. In the event the Division no longer

requires or provides form for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved the Issuing Authority.

Section 7.16 NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of Subscribers. Said report shall be filed with the Financial Reports required pursuant to Section 7.15 above.

Section 7.17 LINE EXTENSION REPORT

The Issuing Authority may require Licensee to submit a report detailing the areas in the Town in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

Section 7.18 IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this License the Licensee shall provide on a quarterly basis, the Issuing Authority with a report of telephone traffic specific to the Town as generated from in-house automated call accounting or call tracking system.

Section 7.19 LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide signal quality problem concerning consistently poor or substandard signal quality in the system, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said signal quality

deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent signal degradation.

Section 7.20 CABLE ADVISORY COMMITTEE

The Issuing Authority may appoint a Cable Advisory Committee to advise policy, mediate complaints and monitor ongoing matters concerning the construction, operation, rebuild, maintenance and administration of the Cable Television System, and other matters related to this License and the operation of the Cable System, subject to the Issuing Authority's ultimate authority and approval as set forth in Chapter 166A of the General Laws of Massachusetts, applicable State and Federal regulations this License. The Cable Advisory Committee may deal with consumer complaints, render advice on programming and services offered by the Licensee and recommend rules governing use of equipment and access channels by the public. It may also provide and gather information regarding the public's interest in cable participation and establish guidelines to encourage the use of the access channels.

ARTICLE 8

LICENSE FEES

Section 8.1 LICENSE FEE ENTITLEMENT

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority an amount equal to .50 cents per

Subscriber, but no less than \$250.00, as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year.

(b) The Issuing Authority shall have the option of requiring a one time pre-payment of the above license fees or a portion thereof not to exceed ten thousand dollars (\$10,000) of said license fees by written directive of the Issuing Authority or Town Manager, payable to Town's designee for cable-related costs.

Section 8.2 RECOMPUTATION

Tender or acceptance or any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 8.2. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year. If, after audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall pay all of the costs of such audit. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

Section 8.3 AFFILIATES USE OF THE CABLE SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under the Final License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an

Affiliate is fair and competitive compared to such use by other third parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute (s) regarding gross revenue discrepancies on account of such a relationship.

Section 8.4 METHOD OF PAYMENT

All payments by the Licensee to the Town pursuant to this Final License shall be made payable to the Town as directed by the Issuing Authority.

Section 8.5 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliation Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, it is the understanding of the parties hereto that nothing in the Cable Act or the Final License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not

exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(c) All contributions, services, equipment, channel capacity, facilities, support, resources and other things of value to be paid, supplied or provided by the Licensee pursuant to this Final License are for the benefit of all Subscribers. The Licensee agree that said contributions and other things of value are not within the meaning of the term "Franchise Fee" as defined in Section 622(g)(1) of the Cable Act and fall within one or more exclusions to the term "Franchise Fee" as defined in Sections 622(g)(2)(A) through (D) of the Cable Act.

Section 8.6 LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate at Fleet Bank N.A. or successor. Any payments to the Town pursuant to this Section 8.6 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Final License pursuant to Section 622(g)(2)(D) of the Cable Act.

ARTICLE 9

DETERMINATION OF BREACH

LIQUIDATED DAMAGES

Section 9.1 DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Final License except as

excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, by certified mail, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period to take reasonable steps to cure said default and diligently continue such efforts until such said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his designee shall promptly convene a public hearing no sooner than fourteen (14) days after written notice, by certified mail to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after the public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Final License. In the event that the Issuing Authority, after such hearings, determines that

the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with Section 9.2 below;
- (ii) seek specific performance of any provision in this License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 7.5 and/or Section 7.6 herein;
- (v) declare this License to be revoked subject to Section 9.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

Section 9.2 LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Final License liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 9.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

(i) For failure to construct, install, fully activate, operate, program and/or maintain the Cable Television System, in accordance with Section 3.1, Exhibit 3.1 (b) and 3.4 herein, five hundred dollars (\$500.00) per day, for each day that such construction, installation and/or activation has not occurred.

(ii) For failure to construct, install, fully activate and/or maintain the Institutional Network in accordance with Section 3.2 herein and Exhibit 3.2 attached

hereto, five hundred dollars (\$500.00) per day for each day that any such non-compliance continues.

(iii) For failure to comply with the technical standards pursuant to Section 3.2 herein and Exhibit 3.2 attached hereto, one hundred dollars (\$100.00) per day that any such non-compliance continue.

(iv) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or outlets in accordance with Section 3.1, 3.2 and/or Exhibits 3.2 herein, one hundred dollars (\$100.00) per day that any such drops and/or outlets are not provided, installed and/or activated as required.

(v) For failure to meet the FCC's Customer Service Obligations in accordance with Section 6.3 herein and Exhibit 6.3, fifty dollars (\$50.00) per day that any such non-compliance continues.

(vi) For failure to comply with the individual complaints provisions in accordance with Section 7.14 herein, seventy-five dollars (\$75.00) per day, for each day that any non-compliance continues.

(vii) For failure to make service and/or repair visits as required in Section 6.3 herein, seventy-five dollars (\$75.00) for each occurrence in which such standards are not met.

(b) The parties hereto agree that the following liquidated damages shall not require the Issuing Authority to follow the procedures in Section 9.1 supra; provided, however that the Issuing Authority shall give the Licensee written notice, by certified mail, of any such non-compliance and a fourteen (14) day period, from receipt of such notice, to cure. Any

such liquidated damages shall accrue as of the date that the Licensee receives notice from the Issuing Authority unless the Licensee cures any default(s).

(i) For failure to submit reports, pursuant to Article 7 herein, fifty dollars (\$50.00) per day that any said reports are not submitted as required.

(ii) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such scheduling change or other change thereto, pursuant to Section 4.4 herein, fifty dollars (\$50.00) per day that such non-compliance continues.

(iii) Such liquidated damages shall be in addition to and not a limitation upon, any other provisions of this Final License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(iv) In the event that each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institution, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that the said foregoing amounts are liquidated damages, not a penalty or forfeiture and are one or more exclusions to the term “franchise fee” provided by Section 622 (g) (2) (A-D) of the Cable Act.

(v) In the event that there is litigation between the Licensee and the Issuing Authority regarding the application of Section 9.2, where the Issuing Authority prevails, the Licensee shall pay the reasonable attorney’s fees incurred by the Issuing Authority.

(vi) Liquidated damages may be paid to the Town under a Letter of Credit in the Town's favor to be provided herewith, however, said liquidated damages shall be payable for remedies otherwise available and applicable under this License.

Section 9.3 REVOCATION OF LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of Massachusetts General Law 166A, Section 4, or any other rights available to the Licensee.

Section 9.4 TERMINATION

The termination of this Final License and the Licensee's rights herein shall become effective upon the earliest to occur of: (a) the revocation of this Final License by action of the Issuing Authority, pursuant to Section 9.1 and 9.3 above; (b) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (c) the expiration of the term of this Final License. In the event of any termination, the Town shall have the rights provided in this Final License.

Section 9.5 NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

ARTICLE 10

GENERAL PROVISIONS

Section 10.1 LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Winchester, on the other hand.

Section 10.2 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

Section 10.3 CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

Section 10.4 SEVERABILITY

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

Section 10.5 FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during

the continuance of such inability. Unless further limited elsewhere in this License, the term “force majeure” as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

Section 10.6 REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber and maintain an adequate switching device to allow said Subscriber to choose between cable and non-cable television reception.

Section 10.7 SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

Section 10.8 COST OF PUBLICATION

Licensee shall, upon request of the Issuing Authority within 30 days of the execution of this License, print and distribute, a maximum of twenty-five (25) copies of the License.

Section 10.9 JURISDICTION

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 10.10 ACTS OF OMISSIONS OF AFFILIATES

During the term of the License, the Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the License.

Section 10.11 LICENSE EXHIBITS

The Exhibits to this License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this License.

Section 10.12 WARRANTIES

The Licensee warrants, represents and acknowledges, and agrees that at or before the Execution Date of this Final License:

(i) The Licensee is fully organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, as authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Final License,

to enter into and legally bind the Licensee to this Final License and to take all actions necessary to perform all of its obligations pursuant to this Final License;

(iii) This Final License is enforceable against the Licensee in accordance with the provisions herein, subject to the applicable state and federal laws;

(iv) There is no action or proceeding pending or threatened against the Licensee which would interfere with its performance of this Final License;

(v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and

(vi) Pursuant to Section 625 (f) of the Cable Act the performance of all terms and conditions of this Final License is commercially practicable.

Section 10.13 APPLICABILITY OF FINAL LICENSE

All of the provisions in this Final License shall apply to the Town and the Licensee at the time of the granting of this Final License, and to their respective successors and assignees.

Section 10.14 NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Town of Winchester, 71 Mt. Vernon St., Winchester, MA 01890, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage paid) to Vice President of Municipal Relations, RCN-BecoCom, LLC, 165 University Ave., Westwood, MA 02090, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct

personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Whenever notice of any public meeting relating to the Cable System is required by law, regulation or the Final License the Licensee shall publish notice of the same sufficient to identify its time place and purpose, in a Winchester newspaper of general circulation once in each of two (2) successive weeks the first publication being not less than fourteen (14) days before the day of any such hearing. The Licensee shall also identify hearing(s) relating to the Cable System by periodic announcements on a community bulletin board channel between the hours of seven (7:00) p.m. and nine (9:00) p.m. for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(c) Subject to subsection (b) above all required notices shall be in writing.

Section 10.15 NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, Divisions, committees, agents or employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of this Final License or because of enforcement of this Final License.

Section 10.16 TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving this Final License, or any provision in this Final License.

Section 10.17 TERM

All obligations of the Licensee and the Issuing Authority set forth in the Final License shall commence upon the execution of the Final License and shall continue for the term of this Final License as specified in Section 2.3 supra, except as expressly provided for otherwise herein.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS ____ DAY OF
_____, 2000.

**Town of Winchester
Board of Selectmen**

This License is hereby accepted by:

RCN-BecoCom, L.L.C.

By:_____

Approved as to form:

William August, Special Counsel
Town of Winchester

EXHIBIT 3.1(b)

TECHNICAL DESCRIPTION OF SUBSCRIBER NETWORK FOR THE TOWN OF WINCHESTER

The system RCN-BecoCom, L.L.C. ("RCN") is constructing for the Town of Winchester (the "Town") is a Hybrid Fiber Coax ("HFC") design similar to the latest designs used in most major upgrades and rebuilds in the country today. The RCN system is, however, being designed and built to accommodate a full 110 channels of analog signals at 860 MHz. (Most systems being constructed today are designed and constructed to pass analog channels to 550 MHz with the balance of capacity dedicated to digitally compressed video channels.)

RCN has made a business decision to handle the full complement of channels in an analog medium in the event the digital delivery platforms do not perform to RCN's satisfaction. RCN's design will have sufficient performance built in to implement digital technology at the appropriate time while still being capable of delivering 110 channels of programming upon activation.

RCN will install a "Hub" in the Town that will be connected with Pirelli single mode fiber optic cable to RCN's newly constructed 110 channel primary head-end site located in South Boston. RCN will use a dual laser concept that will provide automatic backup of the optical system. Upon sensing a loss of signal, this switching system will automatically switch to an alternate laser and fiber cable to permit uninterrupted signals to the Town. The RCN Hub will consist of optical receivers and Distributed Feedback ("DFB") lasers manufactured by Harmonic Lightwaves. Each DFB laser will, on average, serve no more than two (2) to four (4) optical nodes. The field mounted optical nodes will be manufactured by General Instruments and will service no more than 500 homes each, thereby minimizing the number that could be affected by a single point of failure.

All of the optical components will be monitored through a network management system that will be monitored at the local system level as well as through RCN's centralized Network Operations Center to ensure constant surveillance. This same network will monitor all pole-mounted power supplies in the same manner. The power supplies being used by RCN are the latest Lectro Products ZTT (Zero Transfer Time) units. These power supplies are battery back-up units to minimize interruptions associated to power failures or brown-outs.

Each fiber node in the Town will have no more than two (2) active radio frequency ("RF") amplifiers in cascade off of any leg of the node. This will provide additional reliability by limiting the number of subscribers served from any active component. The RF electronics are manufactured by General Instruments and are also designed to handle 110 analog channels of delivery. The coaxial system will be constructed in its entirety using Commscope .625 jacketed cable, LRC connectors and Canusa shrink boot for weather protection. RCN will use 1 GHz Milenium subscriber taps with features such as "cam

port” for better signal delivery and a power passing feature that, in the event a face plate is removed, signal will not be interrupted to customers beyond this point. The power passing feature will also provide for the future ability to power in-home devices such as coaxial-based telephone systems.

RCN will utilize subscriber drop cable that consists of an RG-6 quad shield coaxial cable mated with a multi-pair copper cable to permit both telephone and video services to be fed from a single wire service line. Additionally, RCN will install an apartment style box on the side of the home that will terminate both the coaxial and telephone connections in a neat and orderly manner.

EXHIBIT 3.2

GENERAL DESCRIPTION OF THE WINCHESTER INSTITUTIONAL NETWORK

RCN-BecoCom, L.L.C. ("RCN") proposes to provide the fiber optic cable strands that will be needed to establish an institutional network ("I-NET") for the Town of Winchester (the "Town"). Two (2) single mode fiber optic strands will interconnect each of the buildings specified by the Town to the RCN hub location using a star network topology, except that four strands will be provided to each public school and Town Hall. These fibers will be used exclusively for the I-NET and may not be used by the Town to provide capacity to others without RCN's prior consent, which consent will not be unreasonably withheld.

The proposed fiber optic strands can be configured to provide a variety of voice, video and data services depending on the type and configuration of the end equipment, including multiplexed carriage of voice, video and data over the allocated frequencies within a single strand of fiber. Depending on end user equipment, a strand has not less than 1 GHz capacity. The following paragraphs depict one configuration that could be used to provide video and data transmission capacity over the fiber optic cable.

This conceptual design proposes extensive use of fiber strands to provide both video and data services to specified building locations. Two (2) single mode fibers will be terminated at each location requiring access to the I-NET (with public schools and Town Hall having four such strands). One fiber will be used for upstream transmission from the I-NET location to RCN's hub location in the Town. The second fiber will be used for downstream transmission. This second fiber will be optically split, and therefore shared, with an average of five (5) other locations on the I-NET. Said strands may be multiplexed to allow any one strand to have both upstream and downstream transmissions.

The two (2) fibers (four in public schools and Town Hall) may be terminated in equipment that is specifically designed to carry video and data information. An analog modulated laser at the RCN hub site would be configured to support 550 MHz of downstream bandwidth. This provides the capability of delivering approximately 80 channels of video programming to the I-NET locations where the fiber terminates. The downstream signal could be optically split such that the signal from the lasers will feed an average of five (5) separate building locations on the I-NET. No intermediate amplification or active devices of any sort are required between the RCN hub site and the I-NET building location. This 100 percent fiber optic delivery system provides extremely high reliability and an enhanced quality of signal.

At the I-NET building location, the downstream fiber may terminate in a wall mounted optical receiver unit. This unit converts the optical signal into an analog modulated radio frequency ("RF") signal that can be distributed throughout the building using standard coaxial distribution cable.

At an I-NET location where video signal generation is required, signals from local studio equipment will be fed into a signal combiner which, in turn, is fed into an analog modulated laser. This laser has an approximate bandwidth of 330 MHz and can support up to ten (10) video channels. The return laser is connected to a fiber that provides a dedicated path between the I-NET location and the RCN hub site. This fiber is not shared with any other building on the network and therefore has the capacity of providing a large amount of bandwidth between the I-NET location and the RCN hub location.

The data portion of the I-NET can be provided by equipping DS-1 RF modem units which would be configured in a point-to-point arrangement between each I-NET building and the RCN hub location. This configuration would provide a dedicated DS-1 transmission circuit between each designated building on the I-NET and the RCN hub location. The DS-1 circuits could be used to provide a variety of data services between the two (2) points on the I-NET. The DS-1 facilities can also be multiplexed onto a SONET system for transport from the RCN hub to the designated data center.

In conclusion, the foregoing I-NET description depicts only one possible equipment configuration that could be designed in conjunction with the proposed fiber optic network. RCN welcomes the opportunity to assist the Town in developing alternative equipment configurations for an I-NET that would support other types of services and capacities.

Further to the above, Licensee will provide the local I-Net hub (at the local cable system hub) with either a wall mounted rack or standing rack and fiber connectors; Licensee will provide and set up a customary patch panel and terminate fibers at the hub and the I-Net locations. At the locations, Licensee will terminate the fibers in wall mounted or stand-up termination (with appropriate connectors); and will provide reasonable technical assistance with respect to Town I-Net utilization. Licensee will also interconnect the I-Net patch panel at the I-Net hub to an I-Net patch panel in a municipal location and provide the termination in said municipal location, including the patch panel and connectors. Town shall select said municipal I-Net termination location. Licensee shall connect said municipal termination location to the individual I-Net locations. The patch panels will enable point to point communications. Licensee will provide interconnection from the I-Net hub to the internet with not less than a full T-1 speed (or equivalent). Licensee acts as the ISP at no charge to the Town for the term hereof. Upon 120 days advance written notice, new municipal buildings along the I-Net shall be interconnected in accordance herein.

Exhibit 4.1

EXHIBIT 4.2

SENIOR DISCOUNT

RCN will offer to the senior residents of the Town a \$2.00 per month discount off of RCN's 80-channel basic cable service.* Contemporaneously with the execution of the final license, Applicant will initiate its senior citizen discount policy. To be eligible for the senior discount program a resident must meet the following criteria: (a) Sixty-five (65) years of age or older and head of the household receiving one of the following: i) Supplemental Security Income; ii) Medicaid benefits; iii) Massachusetts fuel assistance; or iv) Veterans' Services Benefits; v) eligible for and receiving the Town's income based senior citizen real estate tax abatement pursuant to Mass. General Laws (b)The enrollment period is as follows: (i) All new subscribers will have sixty (60) days from the date service is ordered to provide RCN with proof of eligibility in order to receive discounted basic service. (ii) On an annual basis, commencing on the anniversary date of the execution of the final license and continuing for the next sixty (60) days, existing subscribers who have reached eligibility and provide Applicant with proof of same, will have their monthly bill adjusted to reflect the discounted basic service.* ***Subject to certain restrictions with respect to promotional discounts.***

EXHIBIT 5.4
DESCRIPTION OF FREE INTERNET SERVICE TO WINCHESTER PUBLIC
MUNICIPAL BUILDINGS AND SCHOOLS

The Town of Winchester will receive a T-1 equivalent Internet connection at a location designated by the Town that will have a CSU/DSU, which operates as a high speed modem and router that allows the municipal government local area network (I-Net or other) to communicate via this circuit to the World Wide Web. This connection will terminate in RCN's ISP's routers. All traffic in this system is IP protocol and only IP protocol (not voice) traffic will pass. RCN will also provide Internet addressing and shared Web Hosting for the Town and will provide reasonable technical consulting concerning ISP and internet address specifications with such consulting at no charge to Town.

RCN's Internet access cost and value to Winchester is one and the same. RCN's capital costs are the same whether it is the Town of Winchester and/or any other customer with the same service. RCN's monthly expenses are also justifiable because RCN is unable to use the bandwidth provided to Winchester for a retail customer.

RCN's pricing is competitive, but not factored into these projections are any increases in the cost of doing business over ten years nor any inflation.

The Town of Winchester connection to the Internet has a value that will grow beyond our present calculations as the Internet becomes an integral tool in our homes and business.

Attachment A to this Exhibit represents a value to the Town in excess of \$280,000 over the ten-year term of the RCN license.

Attachment A

The Telco monthly charge is about \$400 + \$25/mile from our location

Total: \$500

The RCN monthly charge is \$1500 for a full T-1 (we also handle fractional T1s)

Total: \$1500

Monthly mailbox charge is \$5 per box (approx. 50 boxes)

Total: \$250

Web Hosting monthly charge is \$30-\$175

Total: \$100

Total Per Month: \$2,350

Total Per year: \$28,200

One time grand total first year: \$33,340

Over a ten year span, the total cost is \$282,000

Other (one-time) costs include:

Telco Install	\$450
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RCN Install	\$1500
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CSU/DSU	\$1000
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Router	\$3000
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Cabling	\$100
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IP allocation	\$75
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Domain registration (in addition to the yearly fee paid directly to the InterNic)	\$40
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SMTP Gateway (for use when a customer has a domain through us and set up their own mail server)	\$75
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Consulting: (RCN will make available professional/engineering consulting to assist your community in integrating and set-up process of this Internet circuit)	\$150 per hour value
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EXHIBIT 9.1

LIQUIDATED DAMAGES & LETTER OF CREDIT

(a) For the violation of any of the following provisions of this License liquidated damages shall be paid by the Licensee to the Issuing Authority subject to Section 9.1 herein. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

(i) For failure to construct, install, fully activate, operate, program and/or maintain the Cable Television System, in accordance with Section 3.1, Exhibit 3.1 (b) and 3.4 herein, five hundred dollars (\$500.00) per day, for each day that such construction, installation and/or activation has not occurred.

(ii) For failure to construct, install, fully activate and/or maintain the Institutional Network in accordance with Section 3.2 herein and Exhibit 3.2 attached hereto, five hundred dollars (\$500.00) per day for each day that any such non-compliance continues.

(iii) For failure to comply with the technical standards pursuant to Section 3.20 herein attached hereto, one hundred dollars (\$100.00) per day that any such non-compliance continue.

(iv) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or outlets in accordance with Section 3.1, 3.2 and/or Exhibits 3.2 herein, one hundred dollars (\$100.00) per day that any such drops and/or outlets are not provided, installed and/or activated as required.

(v) For failure to meet the FCC's Customer Service Obligations in accordance with Section 6.3 herein and Exhibit 6.3, fifty dollars (\$50.00) per day that any such non-compliance continues.

(vi) For failure to comply with the individual complaints provisions in accordance with Section 7.14 herein, seventy-five dollars (\$75.00) per day, for each day that any non-compliance continues.

(vii) For failure to make service and/or repair visits as required in Section 6.3 herein, seventy-five dollars (\$75.00) for each occurrence in which such standards are not met.

(b) The parties hereto agree that the following liquidated damages shall not require the Issuing Authority to follow the procedures in Section 9.1 supra; provided, however that the Issuing Authority shall give the Licensee written notice, by certified mail, of any such non-compliance and a fourteen (14) day period, from receipt of such notice, to cure. Any such liquidated damages shall accrue as of the date that the Licensee receives notice from the Issuing Authority unless the Licensee cures any default(s).

(i) For failure to submit reports, pursuant to Article 7 herein, fifty dollars (\$50.00) per day that any said reports are not submitted as required.

(ii) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such scheduling change or other change thereto, pursuant to Section 4.4 herein, fifty dollars (\$50.00) per day that such non-compliance continues.

(iii) Such liquidated damages shall be in addition to and not a limitation upon, any other provisions of this Final License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(iv) In the event that each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institution, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that the said foregoing amounts are liquidated damages, not a penalty or forfeiture and are one or more exclusions to the term “franchise fee” provided by Section 622 (g) (2) (A-D) of the Cable Act.

(v) In the event that there is litigation between the Licensee and the Issuing Authority regarding the application of Section 9.2, where the Issuing Authority prevails, the Licensee shall pay the reasonable attorney’s fees incurred by the Issuing Authority.

(vi) Liquidated damages may be paid to the City under a Letter of Credit in the City's favor to be provided herewith, however, said liquidated damages shall not be exclusive.